



**AMENDMENT NO. 1 TO SOLICITATION**

DATE: June 10, 2015  
TO: ALL OFFERORS  
FROM: Venis Manigo, Director of Purchasing  
DESCRIPTION: Primary Beverage Supplier for Dining and Bookstore Operations  
(USC-RFP-2821-VM)

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This Amendment No.1 modifies the Request for Proposals only in the manner and to the extent as stated herein.

**ATTACHED ARE ANSWERS TO QUESTIONS SUBMITTED BY VENDORS.**

**THE FOLLOWING IS CLARIFICATION OF NEGOTIATIONS WITH THE HIGHEST RANKED OFFEROR ON ITS FINANCIAL PROPOSAL:**

**Prior to finalizing the award, the University may negotiate with the highest ranked offeror on its financial proposal. These negotiations may include an increase in the agreed upon share of products that will be exclusively provided from the primary partner who receives the contract award.**

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OFFERORS SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 1 IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR RESPONSE. FAILURE TO DO SO MAY SUBJECT OFFER TO REJECTION.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Date

## AMENDMENT 1

### ANSWERS TO QUESTIONS SUBMITTED

#### QUESTION 1:

II Scope of Work/Specifications (Pg 4)

1) How will the 80% and 20% Shares be defined as it pertains to Equipment / SKUs / Beverage Category/ Space? For example: 1 cooler door with 5 shelves in outlet; Does 80% primary supplier get 4 shelves and 20% gets one shelf? Where do the 20% products go? Which shelf? Where do the excluded products reside in this example? Who provides the equipment?

**ANSWER: There will no mixing of brands within equipment that is provided by the primary partner. The 20% share will be a maximum that will apply to the account overall for all locations of dining, and separately overall of for all locations of the Bookstore. There could be individual locations where there is a greater quantity than 20% of another brand, but in this case, there will be other locations where there is less than 20% so that the account overall does not exceed 20% of another brand's products. Where there is product offered for brands other than those provided by the primary partner, the equipment will be either provided by the pertinent manufacturer or by the Dining or Bookstore operator. The primary partner's equipment will be placed in the most prominent position within any given space.**

#### QUESTION 2:

2) How are you going to handle 80/20 rule with respect to Fountain equipment?

**ANSWER: There will be no mixing of brands within any fountain station if that equipment has been provided by the primary partner.**

#### QUESTION 3:

3) How will the excluded products be included in your 80/20 split? For example, will La Croix be included in the 20% share of products? Where will it be merchandised?

**ANSWER: The 20% share will apply to products that belong to the other major national brand who is not selected to be the primary partner. Since La Croix is not a brand offered by either of the major national brands, it will not fall within the 20% exclusion. La Croix and other smaller specialty brands will be offered at various venues where there is a customer demand for such products.**

**QUESTION 4:**

- 4) How will the 80% of products be defined...off of the beverage suppliers truck or Nationally owned products including Allied brands that might not be distributed by the local beverage supplier?

**ANSWER: The brands that count against the 20% that can be offered for sale from the non-primary partner will be the current product offerings that are off the beverage suppliers' truck.**

**QUESTION 5:**

- 5) What percentage of the 20%, if any, will the non primary beverage supplier receive?

**ANSWER: Potentially as much as 20%, although our intent is to strongly promote and merchandise the primary partner's product.**

**QUESTION 6:**

- 6) Are any of the annual volumes in RFP inclusive of Athletic volumes?

**ANSWER: There are no sales of products in Athletic venues included in these volumes.**

**QUESTION 7:**

**A) Campus Dining Programs (Pg 4)**

- 1) Please list all venues on campus that mandate a national brand beverage in their menus? i.e. Taco Bell.

**ANSWER: There are none at this time.**

- 2) Please list all venues excluded from the RFP.

**ANSWER: All venues operated by the University dining program and the University Bookstore are included in the RFP. Those venues can change over time as the program needs change.**

3) Catering: please breakout annual beverage sales (Ftn and B&C) as a part of the \$2.26M.

**ANSWER:**

**Fountain – 0%**

**Bottle – 15%**

4) How are beverage brands chosen in the catering environment and USC?

**ANSWER: The customer will ultimately make the choice of beverages in the catering environment. The primary partner's products will be provided unless there is a specific customer demand for a different brand.**

**QUESTION 8:**

B) Contractual Requirements (Pg 5)

1) Please explain in more detail in the General section as it relates to the Foodservice contractors ability to deviate from the 80/20 share rule in a specific location and campus wide.

**ANSWER: The 20% share will be a maximum that will apply to the account overall for all locations of dining, and separately overall for all locations of the Bookstore. There could be individual locations where there is a greater quantity than 20% of the non-primary brand offered, but in this case, there will be other locations where there is less than 20% so that the account overall does not exceed 20% of the non-primary brand's products.**

2) Please explain "All dispensers should have an ice machine attached" in bullet #3. Does this refer to the adapter for an ice machine or the ice machine itself? Including ice machines on all equipment places an extreme cost and could reduce substantially the investment offered to the University.

**ANSWER: This refers to the adapter for the ice machine.**

3) Syrup and Mix

a. Syrup, especially NCBs, come in sizes other than 5 gallon and/or 2.5 gallon bags in a box. Will you change statement to include 1 gallon, 3 gallon, and any other configuration currently utilized in the Fountain arena?

**ANSWER: Based on product recommendations we are open to change.**

**QUESTION 9:**

C) Shelf Space / Equipment (Pg 6)

- a. Pg 6. Are there any plans to add USC branded beverages during the 5 year term of the RFP.

**ANSWER: The only USC branded beverage that currently exists is a USC brand of water that is only sold in vending machines. There are no plans to allow USC branded beverages to be sold in dining or bookstore locations.**

- b. Does the current beverage supplier provide/purchase ice machines for campus dining? If so, how many, what manufacturer, and what size?

**ANSWER: No.**

**QUESTION 10:**

Exhibit 1

- 1) Pg 35. Please list the size or number of valves per Fountain machine and the number of doors and/or size of the cooler equipment for each piece of equipment.

**ANSWER:**

***There are 8 valves per Fountain Machine.***

LOCATION	BOTTLE DRINK SINGLE DOOR		BOTTLE DRINK DOUBLE DOOR	
	COKE	PEPSI	COKE	PEPSI
GIBBES COURT	1			
COLLOQUIUM				
EINSTEIN BROTHERS SIDEWALK				
PRESTON				
GRAND MARKET PLACE			2	1
GAMECOCK PARK	1			1
HORSESHOE DELI				
PANDINI'S				
COOPERS CORNER	1		1	
HONORS DORM & BUZZ				
CAFÉ A LA CART				
FASTBREAK	1		1	
MARKET 101				

DARLA MOORE				
CAFÉ VERDE				
BATES CAFÉ				
THE COOP				
HAMPTON STREET	1			

2) Pg 38. Please list the size bag in the box per flavor. i.e. 5 gallon bib, 2.5 gallon bib.

**ANSWER:**

5 Gallon	2.5 Gallon
Coke	MM Lemonade
Diet Coke	Powerade
Coke Zero	Root Beer
Sprite	Mellow Yellow

3) Pg. 38. Sold case...is this a box or a gallon? If box, need configuration for each individual flavor listed. Example. First Brand listed: Juice Apple Bry Total- Sold Case 54. Is this 54 boxes of 2.5 gallon, 5 gallon etc.

**ANSWER: Sold case is the amount of BIB purchased for each flavor listed.**

**QUESTION 11:**

**1. Page 4. Scope of Work/Specifications**

- a. Please provide more clarity around the 80% product offered to the primary provider and the 20% to other providers. Will the 20% only be offered if the primary provider does not have a like beverage available in a specific category?

**ANSWER: No. The 20% share will apply to the sale of any products that belong to the other major national brand who is not selected to be the primary partner. There may be up to 20% of these products offered or none at all. Our intent will be to primarily merchandise and promote the products of the primary partner.**

- b. We would like additional clarification around “exclusions” in relation to national chain agreements. IE: We currently have a National Agreement with Barnes and Noble.

**ANSWER: The University is not privy to any agreements that may exist with Barnes and Noble regarding exclusive sales of products.**

**QUESTION 12:**

**2. Page 4. Campus Dining Program**

- a. Please clarify the exceptions to the exclusivity regarding the catering business on campus.

**ANSWER: The customer will ultimately make the choice of beverages in the catering environment. The primary partner's products will be provided unless there is a specific customer demand for a different brand.**

- b. In the event of change of Food and Dining provider during the July 2017 solicitation process, will the current RPF still be followed?

**ANSWER: Yes.**

**QUESTION 13:**

**3. Page 5. Campus Bookstore Operation**

- a. Will the satellite facilities be exclusive to the primary beverage supplier?

**ANSWER: The satellite facility at the Law School and any future satellite facilities will be subject to the same exclusivity provided by this RFP.**

**QUESTION 14:**

**4. Page 5. Contractual Requirements (Syrup and Mix)**

- a. Can rebates be offered as additional funding benefit to the campus?

**ANSWER: No. We are only requesting an annual guarantee and will not consider or accept any additional forms of financial consideration.**

- b. Can we show some marketing concepts ideas/values to our offer/proposal as a benefit?

**ANSWER: No. The annual guaranteed amount is the only value that will be considered in evaluating the financial aspect of the proposal.**

**QUESTION 15:**

**5. Page 6. Shelf Space/Equipment**

- a. Could you please clarify the intent behind the desire to have 20% of shelf space allotted to lower performing packages? If the primary supplier offers like packages or brands, would they have primary location and sole representation?

**ANSWER: Our intent is to allow up to 20% of other brands to be sold only if there is a customer requirement for such brands. Our intent is to strongly promote and merchandise the primary partner's product.**

**QUESTION 16:**

**6. Page 6. Catering**

- a. Can you please provide more information around catering? Why are the water, coffee, tea, milk, and juices not included if offered by the primary beverage provider?

**ANSWER: If these products are provided in bottles or cans, the primary beverage providers' brands will be provided unless the customer has specifically requested a different brand.**

**QUESTION 17:**

**7. Page 8. Evaluation Factor/ Criteria**

- a. Will anything outside of the annual payment be factored in or considered when determining the outcome of the RFP?

**ANSWER: No, not when evaluating the criteria that focuses on the financial offer (listed as item 1. under "Evaluation Criteria" in Section IV. Award Criteria, of the RFP.)**

- b. Will the criteria be weighted when determining the primary provider? If so, what percentage of weight will each criteria represent?

**ANSWER:** The evaluation criteria are weighted and are listed in the RFP in relative order of importance, but the weight of each criteria is confidential until after the intent to award is issued.

**QUESTION 18:**

**8. Page 37. Exhibit 1. Pepsi Bottled and Fountain Beverages 2014-2015**

- a. Could this information be provided by package size and brand detail as well?

**ANSWER:**

**Total Bag in Box                    5530 gallons**

**Mountain Dew                        1095 gallons**

**Diet Mountain Dew                165 gallons**

**Mug Root Beer                      220 gallons**

**Pepsi                                    1160 gallons**

**Diet Pepsi                            340 gallons**

**Sierra Mist                          675 gallons**

**Tropicana Fruit Punch            730 gallons**

**Tropicana Pink Lemon            1145 gallons**

**Dr. Pepper / Snapple**

**Dr. Pepper                          35 gallons**

**Diet Dr. Pepper                    5 gallons**

**Schweppes                         24 gallons**

**QUESTION 19:**

**9. Page 46. Exhibit 2. Bookstore Information**

- a. Will the national agreement with Barnes and Nobles be executed in regards to equipment, pricing, and brand availability?

**ANSWER: The University is not a party to this agreement.**

**QUESTION 20:**

**Page 4. Scope of Work/Specifications**

- a. Please provide more clarity around the 80% product offered to the primary provider and the 20% to other providers. Will the 20% only be offered if the primary provider does not have a like beverage available in a specific category?

**ANSWER: No. The 20% share will apply to the sale of any products that belong to the other major national brand who is not selected to be the primary partner. There may be up to 20% of these products offered or none at all. Our intent will be to primarily merchandise and promote the products of the primary partner.**

- b. We would like additional clarification around “exclusions” in relation to national chain agreements. IE: We currently have a National Agreement with Barnes and Noble.

**ANSWER: The University is not privy to any agreements that may exist with Barnes and Noble regarding exclusive sales of products.**

**QUESTION 21:**

**1. Page 4. Campus Dining Program**

- a. Please clarify the exceptions to the exclusivity regarding the catering business on campus.

**ANSWER: The customer will ultimately make the choice of beverages in the catering environment. The primary partner’s products will be provided unless there is a specific customer demand for a different brand.**

- b. In the event of change of Food and Dining provider during the July 2017 solicitation process, will the current RPF still be followed?

**ANSWER: Yes.**

**QUESTION 22:**

**2. Page 5. Campus Bookstore Operation**

- a. Will the satellite facilities be exclusive to the primary beverage supplier?

**ANSWER: The satellite facility at the Law School and any future satellite facilities will be subject to the same exclusivity provided by this RFP.**

**QUESTION 23:**

**3. Page 5. Contractual Requirements (Syrup and Mix)**

- a. Can rebates be offered as additional funding benefit to the campus?

**ANSWER: No. We are only requesting an annual guarantee and will not consider or accept any additional forms of financial consideration.**

- b. Can we show some marketing concepts ideas/values to our offer/proposal as a benefit?

**ANSWER: No. The annual guaranteed amount is the only value that will be considered in evaluating the financial aspect of the proposal.**

**QUESTION 24:**

**4. Page 6. Shelf Space/Equipment**

- a. Could you please clarify the intent behind the desire to have 20% of shelf space allotted to lower performing packages? If the primary supplier offers like packages or brands, would they have primary location and sole representation?

**ANSWER: Our intent is to allow up to 20% of other brands to be sold only if there is a customer requirement for such brands. Our intent is to strongly promote and merchandise the primary partner's product.**

**QUESTION 25:**

**5. Page 6. Catering**

- a. Can you please provide more information around catering? Why are the water, coffee, tea, milk, and juices not included if offered by the primary beverage provider?

**ANSWER: If these products are provided in bottles or cans, the primary beverage providers' brands will be provided unless the customer has specifically requested a different brand.**

**QUESTION 26:**

**6. Page 8. Evaluation Factor/ Criteria**

- a. Will anything outside of the annual payment be factored in or considered when determining the outcome of the RFP?

**ANSWER: No, not when evaluating the criteria that focuses on the financial offer (listed as item 1. under "Evaluation Criteria" in Section IV. Award Criteria, of the RFP.)**

- b. Will the criteria be weighted when determining the primary provider? If so, what percentage of weight will each criteria represent?

**ANSWER: The evaluation criteria are weighted and are listed in the RFP in relative order of importance, but the weight of each criteria is confidential until after the intent to award is issued.**

**QUESTION 27:**

**7. Page 37. Exhibit 1. Pepsi Bottled and Fountain Beverages 2014-2015**

- a. Could this information be provided by package size and brand detail as well?

**ANSWER:**

<b>Total Bag in Box</b>	<b>5530 gallons</b>
<b>Moutain Dew</b>	<b>1095 gallons</b>
<b>Diet Moutain Dew</b>	<b>165 gallons</b>
<b>Mug Root Beer</b>	<b>220 gallons</b>
<b>Pepsi</b>	<b>1160 gallons</b>
<b>Diet Pepsi</b>	<b>340 gallons</b>
<b>Sierra Mist</b>	<b>675 gallons</b>
<b>Tropicana Fruit Punch</b>	<b>730 gallons</b>

Tropicana Pink Lemon 1145 gallons

Dr. Pepper / Snapple

Dr.Pepper 35 gallons

Diet Dr. Pepper 5 gallons

Scweppes 24 gallons

**QUESTION 28:**

**8. Page 46. Exhibit 2. Bookstore Information**

- a. Will the national agreement with Barnes and Nobles be executed in regards to equipment, pricing, and brand availability?

**ANSWER: The University is not a party to this agreement.**